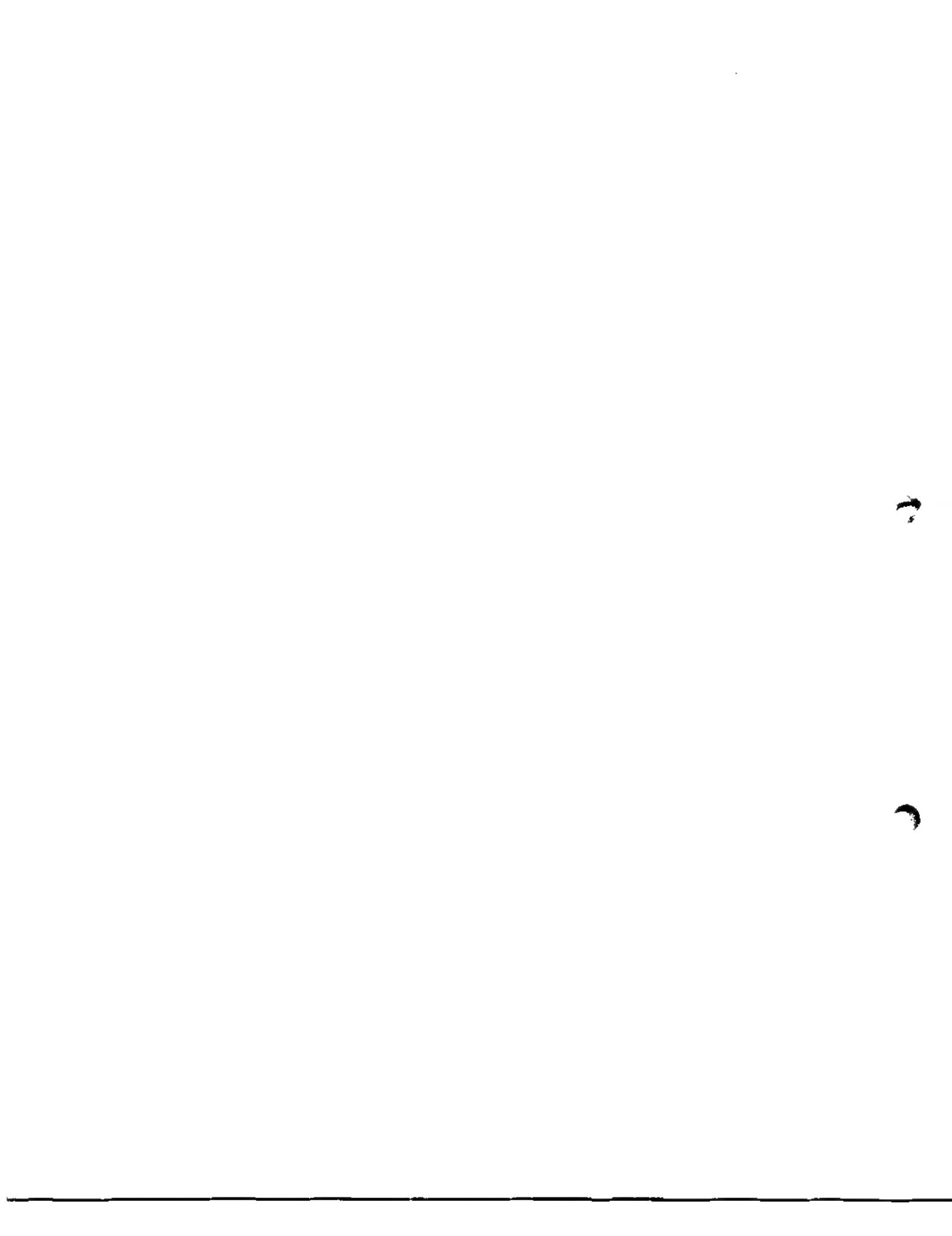


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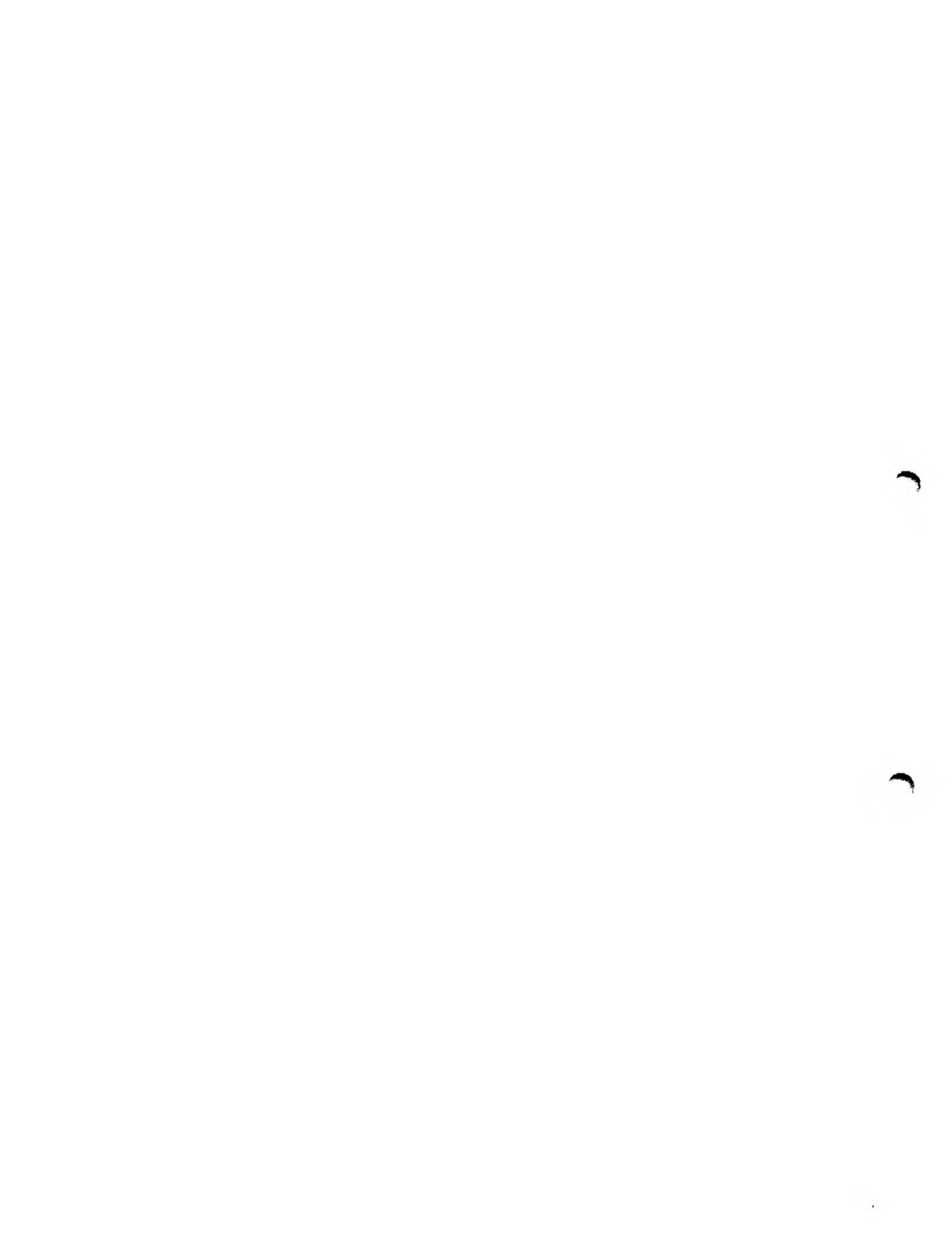
**AN AGREEMENT
BETWEEN
PASSAIC COUNTY COMMUNITY COLLEGE
AND THE
ADMINISTRATORS' ASSOCIATION
OF
PASSAIC COUNTY COMMUNITY COLLEGE
JULY 1, 1991 - JUNE 30, 1994**





AN AGREEMENT
BETWEEN THE
PASSAIC COUNTY COMMUNITY COLLEGE
AND THE
ADMINISTRATORS ASSOCIATION
OF THE
PASSAIC COUNTY COMMUNITY COLLEGE
JULY 1, 1991 - JUNE 30, 1994

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JULY 1, 1991 - JUNE 30, 1994



PREAMBLE

This Agreement, entered into this twenty-seventh day of January, 1992, is by and between the Board of Trustees of Passaic County Community College, hereinafter called the "Board" and the Passaic County Community College Administrators Association, affiliated with the Office and Professional International Union - Local 153, hereinafter called the "Association".

WITNESS

WHEREAS, the Board has an obligation pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

NOW, THEREFORE, BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:



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ARTICLE I
RECOGNITION

1.1 The Board hereby recognizes the Administrators Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full time administrative personnel presently employed or hereafter employed by the Board in the following classifications, titles and/or positions, or members in Appendix C:

Admissions Representative	Financial Aid Officer
Assistant Director	Librarian
Manager	Media Specialist I & II
Coordinator..not preceded by academic rank	Programmer-Analyst
Counselor	Registrar/Director of Records
Director	Assistant Registrar
Academic Advisor	Supervisor
	Educational Specialist

1.2 If the Board reinstutes any position listed on Appendix A of this Agreement during the life of this Agreement, that position will automatically become part of the Administrators' unit.

1.3 For all new positions created hereafter, the College shall notify the Association in writing of their intent to either place or not to place said position within the Recognition Section of this Agreement. The Association shall have the right to discuss placement of any new positions in the Recognition Section of this Agreement. The Association has the right to appeal inclusion or exclusion of a new job title in this agreement to the Public Employment Relations

Commissions (PERC).

1.4 Excluded from the negotiating unit shall be those presently employed or hereafter employed by the Board in the following classification, titles and/or positions:

President	Director of Development
Deans	Director of Personnel/Budget
Assistant Deans	Director of Institutional
Budget Manager	Research
Payroll Manager	Assistant to a Dean
Assistant to the President	Security Shift Supervisor
Director of Safety & Security	

and all other employees of the College covered by any other collective bargaining agreement.

1.5 Whenever a recognized title is combined with a title contained in Article 1.4, the Board shall negotiate with the association the removal of the revised title from the Recognition Section of this Agreement.

1.6 The definition of terms used in this Agreement shall be as follows:

"Board"	-	Board of Trustees of Passaic County Community College, Passaic County, State of New Jersey or its duly designated agent(s)
"Association"	-	Administrators Association of Passaic County Community College
"Negotiating Unit"	-	Bargaining Unit as described in Article 1.1
"College"	-	Passaic County Community College, Passaic County, State of New Jersey, or its duly designated agent(s).
"Parties"	-	Board of Trustees of Passaic County Community College and the Administrators Association of Passaic County Community College in

its capacity as the sole and exclusive bargaining representative for the employees in the negotiating unit.

1.7 Unless otherwise indicated, the term "Administrator" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined in Article 1.1. Such use of the word "Administrator" shall not include those positions specifically excluded from the bargaining unit as defined in Article 1.4.

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ARTICLE II

UNDERSTANDING RELATIVE TO THIS DOCUMENT

- 2.1 The Board agrees that it shall not, during the period of this Agreement, affect changes concerning the terms and conditions of employment inconsistent with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, except those that are negotiated and included as a part of this Agreement as amendments. Any such mutually accepted amendments thus negotiated by the parties shall be reduced to writing and executed by both parties and shall become part of this Agreement.
- 2.2 The Board agrees to duplicate and present copies of this Agreement within a reasonable time not to exceed three months, after signing by both parties, to the President of the Association. The Association shall be responsible for distributing the copies to all Administrators Association unit members now employed or to be employed by the Board during the duration of this Agreement.
- 2.3 The Board and the Association acknowledges that during negotiations, which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective negotiations. The Board and the Association have negotiated in good faith with respect to these subjects and the understandings and agreements arrived at, by and between the

parties after the exercise of that right, are set forth in this Agreement.

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ARTICLE III

NEGOTIATIONS

- 3.1 The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Law of 1974. Such negotiation shall commence no later than October 15 of the date preceding the expiration of this Agreement, unless otherwise agreed in writing by both parties. Any agreement so negotiated shall apply to all employees within the negotiating unit.
- 3.2 Whenever any representative of the Association is requested by the College to participate during working hours in negotiations, grievance proceedings, conferences or meetings which are related to the Association matters, the administrator shall suffer no loss in pay, nor shall the College be expected to compensate the administrator in any way for the time spent in carrying out such responsibilities, nor shall the administrator receive extra compensation therefore.
- 3.3 Neither the College nor the Association shall have or exercise control over the selection of the negotiation representatives of the other party, and it is mutually agreed that representatives shall have all necessary authority to make proposals and counterproposals during negotiations.

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ARTICLE IV

BOARD RIGHTS AND RESPONSIBILITIES

- 4.1 The Board retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States of America, Administrative Code, Direction of the Department of Higher Education of the State of New Jersey, and the Federal Department of Education.
- 4.2 All such rights, powers, authority and prerogatives of management, possessed by the Board are retained subject to limitations as may be imposed by Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974 and except as they are specifically abridged or modified by this Agreement.
- 4.3 The Board retains its responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, governing the conduct and activities of employees and which are not inconsistent with the expressed provisions of this Agreement.
- 4.4 It is expressly understood by and between the parties to this Agreement that by not exercising the rights hereby stated and reserved, or by exercising them in a particular way, after discussion with the Association, the Board shall not be deemed to have waived any of the rights specifically given to the Board under this Article. # # # # # # #

ARTICLE V

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 5.1 The Association shall enjoy such rights, responsibilities and privileges as are accorded by this Agreement.
- 5.2 The Board hereby agrees that every eligible administrator shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and shall have the right to refrain from any or all such activity. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, as amended, or other Laws of New Jersey or the Constitutions of New Jersey or the United States of America; that it shall not discriminate against any administrator with respect to hours, wages or any terms or conditions of employment by reason of the administrator's membership in the Association and its affiliates, or the administrator's lack of membership, the administrator's participation in collective negotiations with the Board or the administrator's institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 5.3 Nothing contained herein shall be construed to deny or restrict to any administrator such rights as the administrator

may have under the appropriate laws, regulations and/or the policies, procedures, rules and regulations already established by the Board.

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ARTICLE VI
ADMINISTRATIVE WORK YEAR/WORKLOAD

- 6.1 Each administrator shall be considered by the Board for appointments to one-year terms consistent with the fiscal year and shall run from July 1 of any given year to June 30th of the succeeding year. Thus, the work year for all administrators shall consist of twelve (12) months.
- 6.2 Those administrators eligible for the receipt of multi-year contracts according to the laws, shall receive same subject to the provisions of A-328, its implementing guidelines and subsequent revisions.
- 6.3 The normal work day for administrators shall be from 9 a.m. - 5 p.m., inclusive of a one-hour meal period. Deviation from the normal work day shall be arranged by the administrator with the approval of the supervisor.
- 6.4 The normal work week for members of the unit shall be five (5) days, thirty-five (35) hours, exclusive of a daily one (1) hour meal period and the work week shall be considered to run from Sunday to Saturday.
- 6.5 The foregoing defines the normal hours, days and span of time. Nothing contained herein, however, shall prohibit the Board or the College from requiring and expecting work beyond that stated prior in order for a member of the unit to adequately perform the duties and responsibilities that the administrator's position requires.

6.5.1 Administrators whose fiscal year base annual salary is less than \$37,980 in 1991-1992; less than \$40,172 in 1992-1993; less than \$42,385 in 1993-1994; who are requested and authorized by their immediate supervisor and work more than the hours stipulated in 6.4, shall be entitled to receive twenty dollars (\$20.00) for each full or partial hour that is in excess of the hours prescribed, or shall receive compensatory time off at the rate of one and one half (1 & 1/2) times the hours worked, at the option of the unit member.

6.6 Nothing contained herein, shall deprive the College of the right to continue to adhere to established work schedules for current employees if inconsistent with the above, nor shall it alter the right of the College to fix the work schedules of any new hire at its discretion. Also, with respect to current employees, the College shall have the right, at its discretion, to deviate from the established work schedule. Any permanent deviation from the established work schedule will not be made without written notification to the individual employee involved. Notification will be submitted to the employee two (2) weeks in advance of the proposed schedule change.

6.7 Members of the unit shall be required to sign a monthly time and attendance report which shall be submitted to the Personnel Office, in accordance with College regulations. If overtime is authorized and is worked in any month, it shall be

so indicated on the attendance report form filed, including the stated option of the unit member for said compensation as indicated in 6.5.1. If overtime pay is called for, the overtime pay shall be included in the first paycheck succeeding the due date for time sheets, as established by the Payroll Department. If compensatory time is granted, it must be used within twelve months from the month in which it was earned.

6.8 Administrators whose annual salary exceeds the amounts stated in 6.5.1 shall be granted compensatory time of one hour for each hour worked in excess of their normal schedule except that during normally scheduled enrollment processing cycles as defined and established by the College, said members compensatory time which exceeds the first ten (10) compensatory hours in a week shall be calculated at the rate of one and one half times the hours worked.

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ARTICLE VII

SALARIES

7.1 Effective July 1, 1991, each unit member employed as of April 1, 1991 shall receive an adjustment of a 3.65% increase in base salary plus \$150.00.

7.1.1 Effective January 1, 1992, each unit member employed as of April 1, 1991 shall receive an adjustment of a 2.65% increase in base salary plus \$75.00.

7.1.2 Effective July 1, 1992, each unit member employed as of April 1, 1992 shall receive an adjustment of a 2.55% increase in base salary plus \$150.00.

7.1.3 Effective January 1, 1993, each unit member employed as of April 1, 1992 shall receive an adjustment of a 1.55% increase in base salary plus \$75.00.

7.1.4 Effective July 1, 1993, each unit member employed as of April 1, 1993 shall receive an adjustment of a 2.30% increase in base salary plus \$150.00.

7.1.5 Effective January 1, 1994, each unit member employed as of April 1, 1993 shall receive an adjustment of a 1.30% increase in base salary plus \$75.00.

7.1.6 Each Administrator who enters the sixth (6th), eleventh (11th), sixteenth (16th), and twenty-first (21st) year of employment with the College shall receive a longevity increase to their then current base salary of four percent (4%). Longevity increases shall be payable upon

the anniversary date of employment.

7.1.7 In the event any member leaves employment with the College who would have been eligible for a longevity increase (6th, 11th, 16th, 21st, 26th year), the amount that employee would have received will be distributed among the remaining members pursuant to the formula described in 7.1 - 7.1.6. This amount shall be only that amount that is not paid and shall be calculated on July 1 of the following year.

7.1.8 Individual unit members may receive an Individual Recognition Award in any one year of the Agreement. The President may recommend to the Board of Trustees Individual Recognition Awards in any one year without restriction as to number or amount. The granting of such Individual Recognition Awards shall be at the sole discretion of the Board and shall not be subject to the grievance and arbitration provisions of this Agreement.

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ARTICLE VIII

SEPARATION

- 8.1 Separation is caused by resignation, non-reappointment, termination for cause, lay-off or death of a unit member.
- 8.2 Non-reappointment: Administrative decision not to renew the annual contract of the administrator for the upcoming fiscal year.
 - 8.2.1 Administrators who are employed with single year contracts shall be notified by May 1st or forty-five (45) days after the Board of School Estimate adopts the budget (whichever is later) of the Board's intention not to renew their contract for the succeeding year. In the event the Board gives late notice, the administrator shall receive one calendar month's pay (1/12 of the annual salary) in the form of severance pay.
- 8.3 Lay-off: Administrative decision, which is not related to job performance, to separate an administrator from the College.
 - 8.3.1 Administrator who are laid off shall receive ninety (90) days notification of said lay-off. In the event the Board gives late notice the administrator shall receive two calendar months pay (1/6 of annual salary) in the form of separation pay.
 - 8.3.2 When and if a layoff becomes necessary, administrators shall be laid off in inverse order of seniority by

position, provided the employee who is retained is qualified, in the judgement of the College, to perform the remaining duties. The decision to lay off employees and the determination of qualifications (if more than one employee was hired on the same date) to perform duties shall be solely within the discretion of the College and shall not be subject to the grievance and provisions of this Agreement.

8.3.3 Recall of employees will be in reverse order of layoff provided the employee is qualified to perform the duties of the position which is available, in the judgment of the College. Employees shall retain such right to recall for vacant positions for one (1) year from the date of their layoff. The College shall not be obligated to recall an administrator who has rejected a previous offer of recall.

8.3.4 Notice of recall shall be sent to the employee by registered mail to the last known address given to the College by the employee. It will be the responsibility of the employee to provide the Personnel Office with a current address.

8.3.5 The employee shall have two (2) weeks in which to notify the College of his/her decision to accept the position offer. If he/she does not notify the College within time, he/she shall be deemed to have declined the position.

8.3.6 If the employee accepts the position, he/she shall have to return to work. The College shall determine the date of rehiring, so long as it provided at least two (2) weeks notice. If the employee does not report to work on the date required, except for a justifiable reason, he/she shall be deemed to have waived his/her opportunity to return to work.

8.3.7 An employee shall not continue to accrue seniority after his/her separation date. However, if he/she returns to a position at the College, he/she will be given credit for all past seniority he/she has accrued.

8.3.8 Upon rehire, the employee shall receive the minimum rate of pay then in effect for the position in which he/she is hired, except where the employee was earning more in the position at the time of layoff, in which case he/she shall receive the rate he/she was earning at the time he/she was laid off.

8.4 Termination for Cause: Administrative decision to separate an administrator due to unsatisfactory job performance, serious misconduct, or as a result of the commission of a serious crime.

8.4.1 The Board shall have no obligation to give prior notification to an administrator who is terminated for serious misconduct, or as a result of the commission of a serious crime.

8.4.2 Prior to termination due to unsatisfactory job

performance, said unit member shall be given a probation period of not less than sixty (60) days, and a detailed delineation of their inadequacies accompanied by suggestions for remediation.

- 8.5 Resignation: When an administrator voluntarily ends his/her employment with the College.
- 8.5.1 An administrator who is voluntarily resigning from employment shall give the College written notification thirty (30) days prior to the effective date of their resignation.
- 8.6 In the event of death of an administrator, unused vacation time, and all other obligations, inherent in this agreement or required by State and Federal Law or regulation, shall be paid to the administrator's estate.
- 8.7 Administrators who are separated from the College in any of the above stated manner shall be paid for all earned but unused vacation time. However, in the event an administrator gives late notice of resignation, one day of separation pay shall be deducted for each day that the resignation notice is late.
- 8.8 Administrators who are separated from the College due to lay-off or death shall receive payment for one-half (1/2) of their accumulated sick leave to a maximum of sixty (60) days, at a rate equal to the administrators then current per diem.
- 8.9 Matters of administrator separation shall be within the

sole discretion of the Board and shall not be subject to the grievance arbitration provisions of this Agreement. However, upon request, the Board shall provide the administrator with a statement of reason(s) for its action to non-reappoint, terminate for cause, lay-off, and shall afford an opportunity to the administrator to appeal before the Board or a committee of the Board concerning the separation. Nothing contained in the above sections of this article shall be construed as amending or modifying in any way the provisions set forth in NJSA 18A:60-14 or the relating NJAC 9:4-5 as it relates to unit members who have been employed for five or more consecutive years in an eligible position.

#

ARTICLE IX

JOB POSTING

- 9.1 All new or vacant bargaining unit positions shall be posted internally on or before the date such position is advertised externally. In addition, a copy of the job posting announcement shall be sent to the President of the Association.
- 9.2 In filling these openings, due consideration shall be given to those members of the unit who shall apply for said positions.
- 9.3 Prior to the Board of Trustees final approval of a candidate, written notification (including the candidate's name, title and rate of pay) shall be sent to the President of the Association.

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ARTICLE X

SICK LEAVE

10.1 All members of the unit employed as of June 30, 1991, shall be entitled to fifteen (15) sick leave days each fiscal year. All members employed after July 1, 1991, the following sick time accrual schedule applies:

Less than one (1) year accrues at .916 days per month

One to three years - 11 days

Three to five years - 13 days

Five years and over - 15 days

Entitlement for increase in days is based on the first day of the succeeding fiscal year.

Unused sick leave days shall be accumulated from year to year with no maximum limit. Administrators, who leave in good standing, after ten years of service shall receive payment, for not more than fifty percent (50%) of a maximum accumulation of one hundred and fifty (150) days, at a rate equal to their then current per diem. "Good standing" is defined to mean: 1) proper notification under Article VIII has been given, 2) all College property has been returned, and 3) a signed individual agreement has been executed by the administrator relieving the College of any obligations arising out of employment. All members of the unit employed as of June 30, 1991 that have accumulated in excess of one hundred

and fifty (150) sick days shall be entitled to fifty percent (50%) of the amount as of June 30, 1991.

In the event said members sick days decrease below the one hundred and fifty (150), that member then shall be limited to the maximum accumulation recorded as of June 30, 1991.

- 10.2 Sick leave is occasioned by the absence of an individual from work because of illness, disability or accident in the unit member's immediate family including the administrator, parents, siblings, spouse, foster parents, foster children, children, step-parent, step-children, parent-in-laws, grandparents or any person or relative domiciled in the residence of the unit member.
- 10.3 Payment under this Article shall be made providing that the administrator's supervisor or appropriate Dean is notified of the absence at the earliest possible moment.
- 10.4 A certificate from the administrator's doctor will be required prior to payment to verify three (3) or more consecutive days of sick leave absence, if requested. In addition, where a pattern of absences can be demonstrated, no payment shall be made for absences of administrators on Mondays or Fridays or the day before or after a holiday, a long week-end, or an administrator's vacation period unless a doctor's certificate, if requested, is obtained attesting to the physical

inability of the employee to report to work. Proof of illness where required, must be presented to the appropriate Dean as a condition of payment.

10.5 A sick leave sharing bank will be established for the Administrators Association. This bank will entitle association members who exhaust all their accumulated leave, in the face of prolonged absence due to serious accidents or illnesses, to borrow sick leave days from the bank. The following guidelines will determine eligibility and usage:

1. To establish the sick leave bank, each association member agrees to initially donate one (1) sick leave day. The College will donate a matching amount.
2. Should at any further point in time the sick leave bank be depreciated to fifty days or less, the Director of Personnel/Labor Relations will notify the President of the Administrators Association that members will donate one (1) additional sick leave day to the bank. The College will donate a matching amount.
3. In order to qualify for borrowing sick leave days from the bank, an association member must exhaust all of his/her accumulated leave. He/she must be incurring a prolonged absence due to an accident and/or illness of serious nature. Final

eligibility will be determined by the mutual agreement between the Director of Personnel/Labor Relations and the President of the Administrators Association.

4. If a dispute between the Director of Personnel/Labor Relations and the President of the Administrators Association arises over eligibility, then the President of the Academic Council shall become the deciding vote in the dispute over eligibility.
5. An Administrators Association member may borrow up to fifty days of sick leave per year if determined eligible.
6. Six months subsequent to recovery and resumption of full time work, each association employee who borrows sick leave from the bank agrees to replenish the bank by contributing no more than one sick leave day per month to the bank.

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ARTICLE XI
PROBATIONARY PERIOD

11.1 The first one-hundred and twenty (120) days of initial employment shall be a period of probation and performance evaluation of the administrator by the supervisor. During this period, the administrator may be terminated at any time and shall have no recourse to the grievance procedure hereinafter contained. An administrator who successfully completes the initial or probationary employment period shall be entitled to all provisions of this Agreement, except as provided within this Article.

11.2 Days lost from work because of sickness or accident during the aforementioned period, shall not be considered in computing the probationary period.

11.3 Probationary employees shall not, for the duration of this period be entitled to any fringe benefits, unless provided for by law, except for compensatory time as outlined in Article 6.5.1, sick leave, holidays and other closings, as provided under this Agreement. Probationary employees shall accrue vacation and sick days during their probationary period, but shall not be entitled to take vacation until they have completed their probationary period.

#

ARTICLE XII

PROMOTIONS

12.1 A promotion shall be defined as an appointment of an employee of the College to a unit recognized position whose minimum salary is greater than the minimum salary for the positions currently held by the employee.

12.2 Upon promotion, the first ninety (90) days shall be a period of performance evaluation of the administrator whose performance evaluation, if not acceptable, shall be returned to the title formerly occupied. This action shall be at the sole discretion of the College and shall not be subject to the grievance and arbitration procedures of this Agreement.

12.3 Upon successfully completing the evaluation period under this new position, the administrator shall receive, retroactive to the date of the promotion, an adjustment in salary of an amount at least equal to the difference between the current salary the administrator is earning and appropriate new minimum salary or fifty (50%) percent of the difference between the minimum of the previously held position and the newly appointed position, whichever is greater. The Board may at its sole discretion apply an increase which is greater than either amount.

12.4 An acting position shall be defined as an appointment of an employee of the College to a unit-recognized position

whose minimum salary, and responsibilities, are greater than the minimum salary and responsibilities of the position currently held by the employee.

- 12.4.1 Upon appointment to an acting position, the first thirty (30) days shall be a period of performance evaluation of the administrator. Upon said evaluation, if not acceptable, the Administrator shall be returned to the title formerly occupied.
- 12.4.2 Upon successfully completing the evaluation period under the new position, the administrator shall receive an adjustment in salary thereafter which will equal the minimum of the newly appointed position or ten percent (10%) of their current salary, whichever is greater. The Board may at its sole discretion apply an increase which is greater than either amount. This adjustment is limited for the duration of the appointment in the acting capacity and shall terminate upon its conclusion.

#

ARTICLE XIII

HOLIDAYS

13.1 The College will grant to all administrators the following holidays off with full pay:

Martin Luther King Day	Independence Day
Presidents Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
	1/2 day Christmas Eve

and the week between and inclusive of Christmas Day and New Year's Day.

13.2 The above holiday schedule will be subject to change as directed by the academic schedule of the College. However, in any fiscal year, the administrator shall have no fewer than fourteen (14) holidays. At the discretion of the appropriate Dean or his designee, members of the unit may be required to perform duties on a day declared as a holiday. If this occurs, the member will receive another day off with pay at the discretion of the employee. Such holiday assignments shall be kept to a minimum.

13.3 Any administrator scheduled to work on any declared holiday, as above defined, and fails to work on said day, shall receive no pay for such holiday or time off with pay, unless such failure has been excused under any other provision of this Agreement.

13.4 An administrator shall receive holiday pay if the

administrator is actively employed at the time of the holiday and is not on leave of absence, maternity leave or is otherwise absent from the College, provided the administrator fulfills the eligibility requirements of this Article.

#

ARTICLE XIV

LEAVES OF ABSENCE

14.1.1 An approved leave of absence without pay may be granted to a member of the unit who has completed five (5) years of service or more for a period not to exceed one year.

14.1.2 Requests for such leave shall be made in writing to the appropriate Dean at least six (6) months or an appropriate amount of time prior to the commencement of said leave, except in a situation of extreme emergency.

14.1.3 If said leave is denied by the appropriate Dean, the denial may be appealed in writing to the Board of Trustees. Such appeal must be made within ten (10) working days after denial by the Dean. The decision of the Board shall be final and binding and not subject to the grievance and arbitration procedures of the Agreement.

14.1.4 Approval of leave may be granted for the following reasons:

1. Pursuit of a degree or post-doctoral work at an institution of higher education.
2. Recuperation for ill health.
3. Unusual and/or unavoidable personal situation.
4. Research

14.2.1 All members of the unit shall be eligible for military leave of absence in accordance with the provisions of the Universal Military Training and Service Act and other legislation relating to employment rights of persons in

the military forces of the United States.

14.2.2 All members of the unit who are called for reserve training as a member of any armed force or national guard reserve unit, shall be granted leave in accordance with applicable law.

14.2.3 Two (2) weeks notice, made to the appropriate Dean, of intended absence for reserve duty is required and the College reserves the right to request and obtain a copy of the official military order.

14.3 Employees who become pregnant shall within a reasonable time thereafter notify the Office of the President in writing. The notification shall include a doctor's certificate giving the anticipated date of birth.

14.3.1 Unpaid Leave

Maternity leave without pay will be granted to eligible employees who have completed six (6) months or more of continuous full time service. Leave shall be up to a maximum of six (6) months.

14.3.1.2 Leave will be granted upon written application at least three (3) weeks in advance of said leave.

14.3.1.3 Except as provided herein, an employee will not accrue benefits during any period of leave nor will she continue to accrue seniority. However, there will be no loss of seniority or accrued benefits.

14.3.2.1 Disability Leave for Pregnancy

Those employees who become pregnant and who desire to

continue to work shall so notify the appropriate Dean in writing within a reasonable time after pregnancy is determined.

14.3.2.2 Any time that the ability of the employee who has become pregnant, to continue working is in question, the Dean can require, and the employee shall provide, a statement from the employee's attending physician certifying the expected date of delivery, the individual's physical ability to continue working and the date up to which she will be physically able to continue work in the opinion of the physician. Employees will be permitted to work as long as their doctor certifies that they are physically able to do so and as long as they satisfactorily perform their assigned jobs. The College reserves the right to have the employee examined by a physician designated by the College, in concurrence with the administrator. If any differences of medical opinion should arise between this physician and the administrator's physician, the College shall request expert consultation, in which case, the Passaic County Medical Society, 642 Broad Street, Clifton, New Jersey 07014 (201) 777-2400, shall appoint an impartial third physician, who shall examine the administrator and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall

be borne by the College.

- 14.3.2.3 Disability leave shall be granted for a reasonable period of time but shall not continue past the end of the physical disability. The time for leave initially granted may be extended upon written request to the appropriate Dean with an accompanying proof of continued physical disability. Subsequent request for extension must also be applied for in writing accompanied by a doctor's certificate of continued disability. The Board need not grant or extend the leave of absence beyond the end of the individual contract year in which the leave is obtained, unless the individual has been issued a renewal contract.
- 14.3.2.4 A pregnant employee shall be granted earned sick leave with pay pursuant to Article IX for such period of time that she is physically unable to perform her work prior to the expected delivery and after the actual date of birth. Such utilization of sick leave shall be subject to all requirements and conditions for the use of sick leave.
- 14.3.3 An employee who indicates a desire to return to her employment on or before the expiration date of her leave shall be reinstated to her former position or to a position of like status and pay without loss of benefits or service credits, provided that she gives reasonable notice under the circumstances to the Personnel Office of

her intention to return and provides certification from her physician to the effect that she is physically fit and ready to commence working. Failure to give such notice shall result in a waiver of the right to return.

14.4 The College may grant no more than two sabbatical leaves per year. Sabbatical leave shall be awarded for either one (1) academic semester (not to exceed six months) at full pay, or for two (2) academic semesters (not to exceed one continuous twelve-month period) at half pay.

14.4.1 Administrators who have completed seven years of service with the College may make written application for a sabbatical leave of absence to the appropriate Dean. Applications must be submitted at least three months in advance of the anticipated beginning date of the leave. Administrators are encouraged to consider the academic cycles in applying for leave. Applications must include the specific dates of the leave, verification of the use and purpose for the leave, a statement demonstrating the effective benefit to the College, and a signed commitment that the administrator agrees to complete two (2) years of employment with the College upon return from the sabbatical.

14.4.2 The appropriate Dean shall weigh all applications for sabbatical leave against the following criteria:

1. Relevant full-time attendance at graduate school.
2. Relevant full-time research or writing projects.

3. Travel which may be deemed beneficial to the College.
4. Any other activity which may be deemed probable to enhance the professional growth of the administrator and, thus; become beneficial to the College.

The Dean shall forward the application together with his recommendation to the President. The decision of the President shall be final and binding, without recourse to the grievance/arbitration procedures of this Agreement.

14.4.3 Upon return from sabbatical leave, the administrator shall be placed in his former position at the salary amount he would have been placed had he been employed at the College throughout the leave period.

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ARTICLE XV
BEREAVEMENT LEAVE

15.1 All administrators covered by this Agreement shall be granted paid time off for four (4) working days lost immediately following the date of death of members of the administrator's immediate family or any person or relative domiciled in the residence of the unit member, for the purpose of attending the funeral. The immediate family shall be defined as parents, sibling, spouse, children, foster children, foster parents, parents-in-law, grandparents, step-parents, and step-children.

15.2 An administrator shall not be entitled to bereavement leave if at the time of death in the family, the administrator is on leave or otherwise absent from work under any other provisions of this Agreement, except for vacation.

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ARTICLE XVI

VACATION

16.1 The Board shall grant to all members of the unit employed as of June 30, 1991, twenty-two (22) working days vacation per fiscal year. Those hired thereafter will accrue vacation as follows:

One year or less - 16 days - on a prorated basis from date of hire except as provided in Section 16.5.

Two years - 17 days

Three years - 18 days

Four years - 20 days

Five years - 22 days

16.2 Administrators shall have the right to utilize accrued vacation leave within the twelve (12) months it is earned and the six (6) succeeding months. Administrators must use at least 12 vacation days per year.

16.3 Vacation days shall be posted for each administrator on July 1st of each fiscal year. Administrators beginning employment during a fiscal year shall have the appropriate prorated share of vacation days posted to their account. In the event an administrator leaves employment with the College during a fiscal year, an appropriate prorated share of vacation leave will be deducted from the administrator's separation pay.

16.4 Administrators may take all their earned vacation at one time or at various times subject in all cases to the prior approval the appropriate Dean and consistent in all cases with the needs of the institution. Requests for vacation should be submitted at least three (3) weeks in advance of said requested vacation leave. Permission will not be arbitrarily withheld.

16.5 Vacation leave will not be granted during the initial one hundred twenty (120) days of employment.

16.6 No part of the administrator's scheduled vacation may be charged to sick leave, unless specifically approved in writing by the Dean of the Supervisor.

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ARTICLE XVII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 17.1 Administrators who are accepted at an accredited institution of higher education in a graduate degree program or desire to take specific course(s) shall be eligible to receive tuition reimbursement up to a maximum rate equal to the graduate tuition per credit rate prevailing at Rutgers University, providing the following pre-conditions are met:
 - 17.1.1 Such reimbursement shall be limited to six (6) credits per semester/term. The President may waive this limit under special circumstances.
 - 17.1.2 Requests for program or course approval shall be submitted with supporting documents to the appropriate Dean for initial consideration no later than eight (8) weeks before class registration. Within four (4) weeks, the Dean will forward all appropriate documents, with his/her recommendation to the President for final consideration.
 - 17.1.3 Effective July 1, 1991, any employee taking undergraduate courses shall be reimbursed at a rate not to exceed Rutgers undergraduate tuition rate and said employee must comply with all conditions set forth in 17.1.1 through 17.6 inclusive.
 - 17.1.4 That the program or course desired to be taken has the

express prior written approval of the President of the College. The decision of the President is final and binding and not subject to review, except where it can be demonstrated by the Association that such decision was arbitrary or capricious. The President will give written approval or denial, with reasons stated, to the administrator within eight (8) weeks after the request is first submitted.

- 17.1.5 That the program or course is deemed, by the President, to be relevant to the administrator's current duties at the College.
- 17.1.6 When applying for reimbursement in a degree program or courses, the administrator must submit to the President the following information:
 - 17.2.1 A complete description of the program which will include course work and criteria for successful degree completion.
 - 17.2.2 A rationale on how the program is relevant to the administrator's current duties at the College and/or meeting the institutions needs and goals.
 - 17.3 In all cases, class attendance must be limited to outside normal working hours.
 - 17.4 In all cases, payment will be made only upon successful completion of a course and the submission of a receipt that said course had been paid for.
 - 17.5 For reimbursement purposes, courses may be taken at any

accredited institution except Passaic County Community College.

17.6 Administrators who are eligible for tuition reimbursement may receive reimbursement only to the documented extent of the actual costs incurred. For reimbursement purposes, "actual costs incurred" shall be defined as the cost of tuition, up to the maximum rate established in Article 17.1 less any other reimbursement provided through any other tuition reimbursement plan. Benefits received under the G.I. Bill shall be excluded from the limitations of this provision.

17.7 Administrators, their spouses, and their children may take courses at Passaic County Community College. Administrators shall be reimbursed for tuition and general fees for courses taken by themselves, their spouse, and children. All other costs will be borne by the administrators. An administrator may enroll for no more than nine (9) credits or an equivalent time in credit and non-credit courses per semester/term. All work schedule conflicts must be approved in advance by the appropriate Dean and the President. Administrators' spouses and children may take up to 36 credits or equivalent time in credit or non credit courses at the College each year.

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ARTICLE XVIII

REIMBURSEMENT FOR MEALS/TRAVEL AND MILEAGE

18.1 Reimbursement for Meals

Administrators who are required to work overtime, shall be reimbursed for meals under the following conditions:

18.1.1 The administrator must be required to work at least three (3) hours of overtime by the appropriate Dean.

18.1.2 The Administrator must submit a receipt for meals, together with his request for reimbursement.

18.1.3 Reimbursement for the cost of meals, travel, and mileage shall be at a rate governed by College policy.

18.2 Reimbursement for Travel

The College will reimburse the administrator for all tolls and parking charges incurred while traveling on official College business. Receipts must be submitted by the administrator in order to obtain reimbursement.

18.2.1 The College is not responsible, nor will it reimburse any administrator, for any costs incurred as a result of the commission of any parking or traffic violation while the administrator is on official College business.

18.2.2 Any administrator traveling on official College business is expected to have a valid driver's license and to be adequately protected by personal liability and property damage insurance, obtained at their own expense. The College assumes no liability as to either the

administrator or any third party for personal injury or property damage sustained while the administrator is traveling on official College business.

18.2.3 Should an administrator be required to travel on College business which takes the administrator reasonably close to the normal route either to or from work usually taken by such administrator, and such travel is required at a time when the administrator will continue on to work at the College or to the administrator's home, after such business is concluded, the College shall be required to reimburse the administrator only for the distance traveled between the College and the location where the administrator is to transact said business for the College.

18.2.4 The College agrees to provide the Association with a copy of the procedure to be utilized for approval of an administrator's use of the administrator's own automobile on official College business. The College further agrees to inform the Association of any changes which it makes in this approval procedure and to provide, within a reasonable time thereafter, a copy of the revised procedure.

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ARTICLE XIX

OTHER BENEFITS

19.1 The College agrees to provide the following benefits as permitted and/or prescribed by law, regulation and/or statute at no cost to the administrator: Single or family coverage as applicable

19.1.1 Health Benefits.

19.1.2 Major Medical Insurance

19.1.3 The College shall provide full dental insurance coverage for administrators. Dental services may be obtained from a dentist of the administrator's choice and reimbursement shall be made in accordance with the terms of the plan. The College shall select an appropriate plan and shall not change that plan without the agreement of the association.

19.1.4 Purchasing Power Privilege.

19.1.5 Reimbursement up to one hundred (\$100) dollars per year per administrator for claims lost under the Major Medical deductible as evidenced by a copy of the insurance company's non-reimbursement of such claims to the administrator. Such reimbursement claim shall be submitted to the Personnel Director once each year with the appropriate documentation.

19.1.5.1 Effective July 1, 1983, reimbursement will be made for the deductible portion under the Major Medical Plan

currently in effect as evidenced by the submission of said deductible or an insurance company acknowledgement.

19.2 The College agrees to provide the following benefits as permitted or prescribed by law, regulations and/or statute at an appropriate employee cost as prescribed in the appropriate plan for which the administrator is eligible:

19.2.1 Pension

19.2.2 Group Term Life Insurance

19.2.3 Long Term Disability Insurance included as part of the pension plan.

19.3 The College agrees to extend the same disability benefit provided to members of the Alternate Benefit Program (TIAA/CREF) of the New Jersey Division of Pensions to members of the Public Employees Retirement System. An appropriate amount as prescribed by the rules of the Alternate Benefit Program, will be paid to each unit member who qualifies. As soon as the unit member is eligible under PERS for such disability coverage, this provision shall no longer be applicable to the unit member. The College will pay a disabled administrator at their then current per diem during the six month waiting period. This amount will be charged to the 130 day sick-leave bank, as established by the College, which unit members agree to replenish.

19.4 An administrator who misses work due to a job connected

disabling injury which is covered by Worker's Compensation Insurance shall not be charged for any accumulated sick leave, personal leave, or vacation leave which is utilized while absent. It is understood that the administrator agrees to endorse over to the College any check for wage replacement benefits. If the administrator does not endorse over the check for wage replacement benefits, the College will charge the administrator with one full sick leave, personal leave, or vacation leave day for each day of work which is missed.

19.5 The College agrees to continue the administrator's health benefits, dental and major medical insurance, subject to reimbursement of the College in advance by the administrator, during an approved leave of absence.

19.6 Each administrator shall be eligible to have an annual eye examination. The College agrees to reimburse the administrator for the cost of said exam up to fifty dollars (\$50) annually. In addition, if corrective lenses are prescribed and subsequently acquired by the administrator, the College agrees to reimburse the administrator for fifty percent (50%) of the cost of said lenses, for contacts or inserted in frames, up to one hundred (\$100) dollars annually.

19.7 Members of the unit who have been approved to teach courses at P.C.C.C. shall be given first priority to adjunct teaching assignments, provided such priority does not violate any existing current collective bargaining agreement.

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ARTICLE XX

PERSONAL LEAVE

20.1 Members of the unit employed as of June 30, 1991 shall be granted four (4) personal leave days per contract year. Personal days are non-accruable and must be used during the contract year in which they are earned. Members hired after June 30, 1991, shall receive personal days as follows:

First year of employment,

January 1 and June 30 - receive one day

July 1 and December 31 - receive two days

Two years - Two days

Three years and over - four days

Employees must provide at least forty-eight (48) hours advance notice of such scheduled leave day, except in emergencies. Approval of the scheduling of personal leave days shall not be unreasonably withheld.

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ARTICLE XXI

GRIEVANCE PROCEDURE

21.1 The parties agree that it is in their best interest that all grievances should be resolved promptly, fairly and equitably.

21.2 The following procedure, which may be initiated by the administrator covered by this Agreement or the Association acting as the administrator's representative shall be the sole and exclusive means of seeking adjusting and settling grievances.

21.2.1 Whenever any representative of the Association or any administrator is mutually scheduled by the parties to participate in grievance procedures during working hours, such administrator shall suffer no loss in pay or benefits.

21.3 Definition of a Grievance
A grievance is an allegation by the administrator or the Association that there has been:

21.3.1 A breach, misinterpretation or improper application of terms of this Agreement; or

21.3.2 An arbitrary or discriminatory application of the policies of the Board of Trustees, related to terms and conditions of employment.

21.4 Informal Procedure
An administrator may orally present and discuss a

grievance with the administrator's supervisor on an informal basis. At the administrator's option, the administrator may request the presence of an Association representative. If the administrator exercises this option, the supervisor may determine that such grievance be moved to the first formal step.

Should an informal discussion not produce a satisfactory settlement, the grievant may, within three work days, move the grievance to the first formal step.

21.5 Formal Steps

21.5.1 Step One

A grievant shall initiate the administrator's grievance in writing and present it formally to the administrator's Dean, and such Dean, or his designee thereof, shall meet with the grievant and a representative of the Association, for the purpose of discussing the grievance. The decision shall be rendered in writing to the administrator and the Association representative within seven (7) work days of the conclusion of the discussion of the grievance; then

21.5.2 Step Two

If the grievant is not satisfied with the decision rendered at Step One, the administrator may submit the administrator's grievance to the College President. The President shall hear the grievance and where appropriate, witnesses may be heard and pertinent records received.

The hearing shall be held within ten (10) work days of receipt of the grievance, and the decision shall be rendered in writing to the administrator and the Association representative within ten (10) work days of the conclusion of the hearing of the grievance; then

21.5.3 Step Three

If the grievant is not satisfied with the disposition of the grievance at Step Two, the administrator may appeal to the Board of Trustees on the record. The appeal shall be accompanied by the decisions at the prior steps and any written record that has been made part of the preceding hearings. The Board of Trustees may sustain, modify or reverse the decision made at Step Two on the record or may on its own, conduct a hearing concerning the grievance. In the event the Board of Trustees acts upon the written record, the decision shall be rendered in writing to the aggrieved administrator and the Association representative within twenty (20) work days of receipt of the grievance. Should the Board of Trustees act upon the written record without granting a hearing to the administrator, and in the event of a negative recommendation from the Board of Trustees, the aggrieved administrator may request a hearing before the Board of Trustees within ten (10) work days after receipt of the written decision from the Board of Trustees. In the event a hearing is directed, such hearing shall

commence within twenty (20) work days of receipt of the grievance and where appropriate, witnesses may be heard and pertinent records received. The decision shall be rendered in writing to the aggrieved administrator and the Association representative within twenty (20) work days of the hearing.

21.5.4 Step Four

If the aggrieved administrator is not satisfied with the disposition of the grievance at Step Three, the Association, as representative of the administrator, shall file a notice, within ten (10) work days of the receipt of the decision of the Board of Trustees, requesting submission to arbitration. Within ten (10) work days after such written notice of submission to arbitration, the Board of Trustees and the Association shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or are unable to obtain such a commitment within the specified period, a request for a list(s) of arbitrators may be made. Such notice of the grievant shall set forth a statement of the issue to be decided and the specific provisions of the Agreement involved. Unless the parties agree in writing before the hearing that the arbitrator's decision shall be binding, the arbitrator's decision shall be advisory only, and said decision shall be limited to the interpretation

application or violation of the contract language. The cost of the arbitrator shall be borne by both parties equally. The New Jersey Public Employees Relations Commission will be the agency used for arbitration.

21.6 Time Limits

21.6.1 A grievance must be filed at Step One within forty-five (45) calendar days from the date on which the act which is the subject of the grievance occurred, or forty-five (45) calendar days from the date on which the individual administrator should reasonably have known of its occurrence.

21.6.2 In the event that the time limitations imposed under Steps One and Two above, as to discussion, hearing and decisions are not complied with, the grievance shall, upon request, be moved to the next higher step.

21.6.3 Should an administrator be dissatisfied with the decision or should no decision be forthcoming in the prescribed time, the administrator may submit the administrator's grievance to the next step, within seven (7) calendar days to Step Two and within ten (10) calendar days to Step Three.

21.6.4 Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to Step Two or Three without a hearing at a lower step.

21.6.5 Where a grievance directly concerns and is shared by more

than one administrator, such group grievance may properly be initiated at Step Two, if such step is the first level of supervision common to the several grievants.

21.6.6 No adjustment of any grievance shall impose retroactively beyond the date on which the grievance was initiated or the forty-five (45) day period provided in Section 21.6.1 above, except that payroll errors and related matters shall be corrected to the date of error.

21.6.7 Time limits provided for in this Article may be extended by mutual written agreement of the parties at the level involved.

21.7 Nothing in this Article shall be construed as compelling the Association to submit a grievance to arbitration.

21.8 No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.

21.9 Grievance records shall not be part of the Personnel file utilized in the promotion or retention process, unless such grievance records pertain to the matter under consideration.

21.10 The disposition of any grievance at any step of the grievance procedure, or by agreement between the College or the Board of Trustees and the grievant or Association, shall be final and binding upon the administrator, administrators or persons who are involved or affected thereby.

21.11 Saturday, Sunday, holidays and any days on which the College shall not be open shall be excluded from the computation of "working day" as the term is used in this procedure.

21.12 It shall be the general practice of all parties of interest to process grievances during times which do not interfere with the assigned responsibilities of the parties concerned.

21.13 The number of days indicated at each step will be considered as maximum and every effort shall be made to expedite the process. The time limitations in the procedure shall be considered to be of the essence and not merely procedural. The failure to file a grievance within the prescribed time limits shall constitute a waiver of the grievance.

21.14 It is expressly understood and agreed that in addition to the exclusions from the provisions of the grievance procedure which are contained elsewhere in the Agreement, the following are not subject to the grievance procedure in this Agreement.

21.14.1 Any question concerning the duration of this Agreement.

21.14.2 Any matter where the Board of Trustees is without the expressed or implied authority to act.

21.14.3 Any action of the Board of Trustees which is prescribed by law.

21.15 Matters pertaining to non-reappointment shall be

grievable under this Agreement only upon the basis of claimed procedural violations. In all such cases, the burden of proof shall be upon the grievant. Where appropriate, the remedy shall be to remand the matter to the proper level for reconsideration of the matter and elimination of defects in the procedural process.

21.16 If an administrator covered by this Agreement has a complaint which the administrator wishes to discuss with the administrator's supervisor, the administrator is free to do so without recourse to the grievance procedure.

21.17 A grievance may be withdrawn by the grievant at any level.

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ARTICLE XXII

POSITION DESCRIPTION

- 22.1 There shall be on file in the Personnel Office a job description for every bargaining unit position. Such description shall be available to an individual member of the bargaining unit or a designated representative of the Association for perusal, upon reasonable request.
- 22.2 The initial development of these descriptions shall be the responsibility of the College. The individual unit member presently employed in a position covered by this Agreement shall have the right to submit his written suggestions, concerning his own job description, to the appropriate Dean for consideration, prior to the adoption of the description covering his own position.
- 22.3 The College shall have the right to change any job description during the term of this Agreement from time to time as it deems desirable. Any individual administrator affected by such change shall be notified and given an opportunity to comment upon said contemplated change. However, the final decision shall rest with the Board.
- 22.4 Where the contemplated change in the job description will significantly alter the duties, responsibilities and/or workload of the affected administrator, the College shall notify the Association of its intent to implement such

change. The Association shall have the right to negotiate with the College the impact of such change in job description on the individual administrator who is thereby affected. Any dispute arising out of this section shall not be subject to the grievance and arbitration provisions of this Agreement.

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ARTICLE XXIII
MISCELLANEOUS PROVISIONS

23.1 The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the College shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of administrators or in the application or administration of this Agreement on the basis of race, creed, color, handicap, national origin, sex, sexual orientation, domicile, marital status, age or political affiliation.

23.2 This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

23.3 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board, administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or otherwise detract from an administrator's benefits existing prior to its

effective date. Furthermore, unless specifically stated in the Agreement, nothing in the Agreement shall deprive the College of services heretofore performed by any member of the unit.

23.4 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event of the above circumstance, then either party shall have the right immediately to reopen negotiations with respect to a substitute for the affected provision.

23.5 The minimum salary for each unit member's position shall be as indicated on Appendix B. Maximums as set for in Appendix B for this contract period have been set aside.

23.6 Resolutions - Copies of resolutions and policy statements that are made by the College pertaining to employees within the bargaining unit shall be provided to the Association to enable it to maintain current files. The College agrees to furnish the Association, in response to formal requests by the Association, public information in accordance to the "Open Public Meeting Act," N.J.S.A. 10:4-6.

23.6.1 Personnel File/Performance Appraisal

- A. The official personnel file of each employee shall be maintained in the Office of Human Resources. Any employee may make a request, in writing, to see his/her personnel file. All materials within the file other than references for employment purposes shall be made available to the employees. The file shall not be removed from the office by the employee. After six (6) months of employment, the employee may request to see his/her references. The College will ask the party(ies), who gave the references, to release the reference to the employee. If the party refuses to release the references, the employee may request to have that reference removed from the file. All released references shall be shown to the employee, upon request.
- B. An employee will be advised of any derogatory material concerning conduct or service which has been placed in the employee's personnel file. Upon reasonable request, the employee will have an opportunity to review such material and shall acknowledge that he/she has reviewed the material by affixing his/her signature to the copy which has been filed. The employee will also have the opportunity to submit a written answer to such

material and such answer shall be included with the file copy.

- C. If any employee feels certain materials within the file should be deleted, he/she may ask for a review of his/her file. If the appropriate Dean with President's approval is in agreement with the employee regarding the elimination of certain material, then it shall be destroyed.
- D. Employees shall be evaluated by their immediate supervisor at least one (1) time in each year.
- E. A written evaluation report will be prepared in each instance and copy will be furnished to the individual employee followed by a conference between the employee and the immediate supervisor for the purpose of improving the employee's work performance.
- F. The evaluation report will provide space for employee comments, if any. Employees will sign each evaluation report indicating that they have read same and reviewed its contents with their immediate supervisor. Thereafter, the report will become part of the employees personnel file.

Signature of employee does not imply agreement with evaluation.

G. The appropriate Dean may affix comments to any evaluation report and/or may conduct an independent evaluation if the Dean chooses. In this event, the employee shall be afforded all rights under (F) above.

23.6.2 Jury Duty

A. An employee called for jury duty may be granted one (1) annual leave to fulfill such duty with full pay provided the employee endorses to the College funds received for payment for such duty. An employee on jury duty is expected to report to work when he/she is not actively serving as a juror, provided he/she has been excused by the Judge or another duly authorized Court official.

B. When an employee receives a subpoena for jury duty, he/she must present the notice to his/her supervisor immediately.

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ARTICLE XXIV

SAFETY AND HEALTH

24.1 No administrator shall be required to perform work under conditions which violate safety and health rules and standards established either by the College or any local, state or federal agency.

24.2 An administrator who has good reason to believe that the job to which the administrator has been assigned may be in violation of applicable health and safety standards, must immediately notify the administrator's supervisor. The supervisor will have the right to determine whether performance of the job would be in violation of such health and safety standards.

24.3 If the administrator disputes the decision of the administrator's immediate supervisor, the administrator may take the matter up with the appropriate Dean.

24.4 Any administrator, who observes a condition which the administrator considers to be creating a safety or health hazard, is required to immediately report such condition to the administrator's supervisor, or in the supervisor's absence, to any College official of equal or superior rank.

24.5 An appropriate procedure to be following in all emergencies shall be posted by the College within a reasonable period of time following the signing of this agreement.

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ARTICLE XXV

CONTINUATION OF OPERATION

25.1 Each administrator recognizes the need to maintain and continue operations at the College. Towards this end, each administrator will fulfill the obligation of the administrator's position description during the administrator's scheduled work hours.

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ARTICLE XXVI

DURATION

26.1 The Agreement shall be effective as of July 1, 1991 and shall continue in effect until June 30, 1994.

26.2 This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

26.3 This Agreement supersedes any and all understandings which shall exist between the Board and its designees and the members of the Administrators Association, either singly or as a whole. This provision shall continue in full force for the term of this Agreement.

PASSAIC COUNTY COMMUNITY COLLEGE

WITNESS:

E. Diane Collio 2/10/92
Walter J. Mack 2/10/92

BY:

Mary Kowal

Mary Kowal
Chairwoman
Board of Trustees, Passaic
County Community College

ADMINISTRATORS ASSOCIATION

WITNESS:

J. Markelli 2/10/92
John H. Stefferman

BY:

Walter Mack 2/10/92

Walter Mack
President of the
Administrators Association,
Passaic County Community
College

APPENDIX A

Approved Positions Not in Use

Accountant
Coordinator, Fire Science
Coordinator, Veterans Affairs
Director of College Services
Director of Retired Seniors Volunteer Program
Director of Special Programs
Gym/Theater Manager
Systems Analyst
Tutorial Supervisor
Assistant Director of EOF
Assistant Director of Educational Services
Educational Assistant
Assistant Director of County Services
Counselor/Coordinator
Auxiliary Services Manager
Superintendent of Buildings & Grounds
Coordinator of Support Services
Director of County Services
Coordinator of Data Processing
Director of Administrative Data Processing
Coordinator of Advisement and Counseling
Research Associate
Grants Accountant
Assistant to the Accounting Manager
College Survival Skills Facilitator
Coordinator of Veteran Affairs/Foreign Students
Job Placement Counselor
Financial Aid Officer
Extension Center Supervisor
Accounts Receivable Manager
Purchasing Manager
Director of Testing & Tutoring
Director of Cooperative Education
Director of Career Studies
Director of Science & Technology
Director of ESL & Bilingual Studies
Director of Communications
Director of Plan Operations
Director of LRC/Cultural Affairs
Director of Business Programs

APPENDIX B

Minimum/Maximum Salaries

Salary Range: \$18,500

Admissions Representative
Junior Accountant
Educational Specialist

Salary Range: \$21,500

Media Specialist I
Coord. of Student & Campus
Career Counselor
College Counselor
Bilingual Counselor
EOF Counselor
Coord. of Non-Credit Programs
Coord. of Cultural Affairs
Admissions/Foreign Student Rep.
Accounts Receivable Supervisor

Salary Range - \$23,000

Programmer/Analyst
Medial Spccialist II
Manager of Mechanical Services
Manager of Buildings & Grounds
Assistant Dir. of Financial Aid
Senior Accountant
Librarian

Salary Range - \$27,000 00

Lead Programmer/Analyst
Assistant Registrar
College Services Manager
Director of Testing
Director of Academic Skills
Resource Center
Director of EOF
Director of Financial Aid Counselor
Director of Cultural Affairs

Salary Range - \$30,000

Director of Counseling
Dir. of Spanish/Bilingual Studies
& ESL
Director of Educational Services
Director of Admissions
Director of LRC

Salary Range - \$32,000

Director of Nursing Education
Registrar/Dir. of Records
Director of Business/Sciences/
Technology Programs

Salary Range: \$35,000

Director of Data Processing

APPENDIX C

MEMBERSHIP LIST FROM SPREADSHEET OF DECEMBER 20, 1991

PASSAIC COUNTY COMMUNITY COLLEGE
ADMINISTRATOR'S ASSOCIATION-CONTRACT NEGOTIATIONS FY
UPDATED: 12/20/91

NAME	DATE OF HIRE
ADMINISTRATORS:	
ATTIAS, S. DIRECTOR OF FINANCIAL AID	4/25/89
BURNS, S. DIRECTOR OF URBAN CONSORTIUM	12/1/88
Vacant MANAGER OF FACILITIES	
GENEALIS, D. DIRECTOR OF ACAD. SKILLS RESC.	6/25/84
GILLAR, M. DIRECTOR OF CULT. AFFAIRS	11/29/83
HARDY, P. REGISTRAR	12/02/76
HOIGSWORTH, COLLEGE SERVICES MANAGEN	12/01/70
KINEAVY, J. DIRECTOR OF NURSING	1/04/89
LUCKIW, V. DIRECTOR OF L.W.C.	11/15/84
MERCADO, N. DIRECTOR OF EDUC. SVC.	5/20/85
MONDILLI, R. DIRECTOR OF DATA PROCESSING	11/17/89
PROPEH, J. COORDINATOR OF FOOD SVC. PGM.	10/05/87
PURI, ROBERT BURSAR	6/26/91
HEESE, C. COORDINATOR OF ADVISEMENT	2/29/88
ROSE, S. DIRECTOR OF ADMISSIONS	12/14/87
SOFTLEY, M. DIRECTOR OF EOF	12/18/79
STEPHENS, J. MANAGER OF SLOG. & GROUNDS	8/25/86

TOTAL ADMINISTRATORS

NAME	DATE OF HIRE
PROFESSIONALS:	
ADE, A. SUPERVISOR OF EXTENSION PGM.	03/13/89
BIGG, L. ASST. CHM. OF FINANCIAL AID	05/11/88
BLA, C. COUNSELOR	8/31/87
BLA, E. LIBRARIAN	5/02/88
CASEY, E. COUNSELOR	9/01/79
CLARK, A. EDUCATIONAL SPECIALIST-EDF	10/06/88
CONN, T. ADMISSIONS REP.	1/01/81
DIX, S. COUNSELOR	9/25/84
DORING, W. READ CHEF/PT EVEN. CREF	01/07/89
Vacant ASST. CHEF/THAI CHEF	
GALLADEN, J. COORDINATOR OF HOR-CREDIT POR.	1/24/84
GERNISH, J. TECHNICAL ASST. A.S.W.C.	08/15/88
GANDHI, NARENDRA GRANTS ACCOUNTANT	12/04/90
GULBRANSON, K. COORDINATOR OF NURSING ASST.	PG11/07/83
REMBY, D. EOF COUNSELOR	2/28/78
HILLINGHOUSE, READING EDUC. SPEC.-A.S.R.C.	6/25/84
HOPKINS, A. COORDINATOR OF CAREER CTR.	10/25/88
HUGHES, E. SENIOR ACCOUNTANT	3/01/83

PASSAIC COUNTY COMMUNITY COLLEGE
ADMINISTRATOR'S ASSOCIATION-CONTRACT NEGOTIATIONS FY
UPDATED: 12/20/91

NAME	DATE OF HIRE
JACKSON, E. ASST. DIRECTOR OF EDF	05/16/90
JAMBOR, K. COUNSELOR	8/19/87
KNOX, T. ADMISSIONS COUNSELOR	06/27/90
LEVIT, S. CHIEF ACCOUNTANT	12/31/79
MACECZEK, A. PROGRAMMER/ANALYST	12/11/89
MACK, W. ASSOCIATE REGISTRAR	7/18/88
MARINACE, E. ASSOC. DIRECTOR OF ADMISSIONS	08/01/88
MANTIN, S. LEAD PROGRAMMER	03/13/89
MARTINO, S. COORDINATOR OF ESL AUDID LAB	02/02/87
MCKAY, D. PURCHASING MANAGER	09/26/89
MENDINA, N. COUNSELOR	1/26/88
OKANO, C. COUNSELOR	10/03/88
OREJAS, M. EOF COUNSELOR	1/02/90
O'SHIEH, H. MEDIA SPECIALIST II	05/14/90
PEREZ, L. COUNSELOR	01/09/89
PETCHOR, C. FINACIAL AID OFFICER	7/09/90
REYES, C. ADMISSIONS REP.	06/15/87
RODGERS, K. COUNSELOR	11/28/88
SANCHEZ, L. COUNSELOR	05/16/88
SHARIN, J. WRITE EDUC. SPEC.-A.S.R.C.	4/24/84
TACHEN, G. EDF COUNSELOR	05/01/86
VILLALORGO, J. COORDINATOR OF STUD. ADVIBORY	8/18/90
WASHINGTON, B. MATH EDUC. SPEC.-A.S.R.C.	TT/24/87
Vacant ACCTS. RECEIVABLE SUPERVISOR	

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